IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.557 OF 2003
IN
SUMMARY SUIT NO.1548 OF 2002

Mr.Hasmukhrai S. Panchmatia ..Plaintiff.

Vs.

M/s.Electrex (I) Ltd. & Ors. ..Defendants.

Mr.B.B.Saraf i/b.H.V.Chande for the Plaintiff.

Mr.S.Nagvadariya i/b.Rutuja Ambekar for for Defendant Nos.4, 9 and 11.

CORAM: S.J.VAZIFDAR, J.
DATED: 9TH JUNE, 2005

P.C. :

The suit is filed to recover the amounts due in respect of a bill of exchange drawn by Defendant No.1 and accepted by Defendant Nos.2, 3, 10 and 11.

2. Defendant Nos.4 to 9 are partners of Defendant No.3. Defendant Nos.9 and 11 are the same persons. Defendant No.9 is also impleaded as Defendant No.11 inasmuch as he is the partner of the drawer firm Defendant No.1 and an acceptor in his individual capacity.

3. There is no dispute about the fact that the bill

of exchange was executed by all the parties. The amounts have been admitted in the letters annexed to the plaint.

4. The only defence is that a bill of exchange and the documents were signed in blank. There is absolutely nothing on record to support this contention. Again, it was submitted that the documents were executed in blank to facilitate the grant of loan by the Plaintiff to the concerned Defendants. Thus, the fact that the amounts were due is not even denied. The various defences taken in this matter were rejected by the previous orders of this Court in other matters as fairly conceded by the counsel. There is no defence to the suit.

5. Summons for Judgment is therefore made absolute and the suit is decreed as prayed against Defendant No.4, 9 and 11. However, the Defendant shall be entitled to credit in the sum of Rs.5,00,000/-. However, the Plaintiff shall also give credit to the amounts in the event of any amounts received by the Plaintiff from Defendant No.1.

6. Mr.Saraf states that no amounts have been received from Defendant No.1 .

7. Needless to add, the interest on the said amount shall not be payable from the date when the same was paid.

Refund of Court fees as per rules.

All parties to act on an authenticated copy of this order.